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PTO/SB/82 (10-00)

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REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/679,856
Filing Date	10/5/2000
First Named Inventor	Susamu Taketomi et al
Group Art Unit	1773
Examiner Name	Peter A Nelson
Attorney Docket Number	

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number



Place Customer
Number Bar Code
Label here

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Milbank, Tweed, Hadley & McCloy LLP	Jay Alexander
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I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

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GROUP 3600

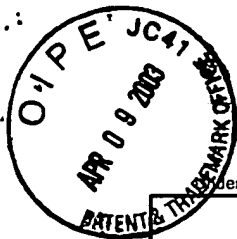
SIGNATURE of Applicant or Assignee of Record

Name	Naoki Kimura, President Matsumoto Yushi-Seiyaku Co., Inc.
Signature	<i>Naoki Kimura</i>
Date	<i>March 1, 2003</i>

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of 1 forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Taketomi et al./Matsumoto Yushi-Seiyaku Co., Inc.

Application No./Patent No.: 09/679,856

Filed/Issue Date: 10/5/2000

Entitled: GLASS COMPOSITE INCLUDING DISPERSED RARE EARTH IRON GARNET NANOPARTICLES

Matsumoto Yushi-Seiyaku Co., Inc., a Japan Corporation,

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

March 1, 2003
Date

Naoki Kimura

Typed or printed name

Naoki Kimura

Signature

President

Title

Patent Assignment Agreement

The Parties to this Agreement are Matsumoto Yushi-Seiyaku Co., Ltd., (hereinafter referred to as "MATSUMOTO"), a Japan corporation with its head office located at 1-3,2-Chome, Shibukawa-Cho, Yao-Shi, Osaka, Japan 581-0075, and the Kansas State University Research Foundation (hereinafter referred to as "FOUNDATION"), a Kansas non-profit corporation having its principal place of business at 1500 Hayes Drive, Manhattan, KS, 66502. The effective date of this Agreement is October 1, 2002.

RECITALS

WHEREAS, Dr. Susamu Taketomi, an employee of MATSUMOTO had been engaged in search of compositions, processes and methods for glass/nanoparticle composites, especially those containing embedded nanocrystals having desirable properties allowing composites to be used in high density recording media and Dr. Susami Taketomi, in collaboration with KANSAS STATE UNIVERSITY (hereinafter referred to as "UNIVERSITY"), has identified materials by an electron microscope and X-ray diffraction and has made certain inventions below; and

WHEREAS, FOUNDATION and MATSUMOTO declare to be joint assignees on the U.S. Patent Application Serial No. 09/679,856, directly derived from FOUNDATION Invention Disclosure ID No. 00-22, filed on October 5, 2000 and entitled "Glass Composite Including Rare Earth Iron Garnet Nanoparticles", and the corresponding Japan Patent Application No. 2000-140930, filed on April 5, 2000, and entitled "Rare Earth Iron Garnet Nanoparticles Dispersed in Glass Composite"; and

WHEREAS, MATSUMOTO desires to have Patents (as defined in Section 1.1 herein) and all rights thereto assigned to MATSUMOTO; and

WHEREAS, FOUNDATION desires to assign Patents and all rights thereto to MATSUMOTO upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article I. DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the respective meanings set forth below:

- 1.1 "Patents" shall mean the U.S. Patent Application Serial No. 09/679,856, directly derived from FOUNDATION Invention Disclosure ID No. 00-22, filed on October 5, 2000 and entitled "Glass Composite Including Rare Earth Iron Garnet Nanoparticles", and the corresponding Japan Patent Application No. 2000-140930, filed on April 5, 2000, and entitled "Rare Earth Iron Garnet Nanoparticles Dispersed in Glass Composite", and any

and all patents, divisions, continuations, continuations-in-part, patents of addition, renewals, extensions, registrations, confirmations, or re-examinations that issue therefrom.

- 1.2 "Territory" shall mean worldwide.

Article II. ASSIGNMENT OF RIGHTS

- 2.1 FOUNDATION hereby assigns to MATSUMOTO, at no cost to FOUNDATION except as set forth in Section 3.1, FOUNDATION's entire right, title, and interest in and to Patents in the Territory. Such assignment includes FOUNDATION's right to enforce FOUNDATION rights to Patents.
- 2.2 FOUNDATION and UNIVERSITY reserve the right to practice the Patents for their own noncommercial research and educational purposes.
- 2.3 After execution by the parties of this Agreement and related documents, and within thirty (30) days of receipt by FOUNDATION of the payments set forth in Article III of this Agreement, FOUNDATION will cause to be recorded in the U.S. Patent & Trademark Office (hereinafter referred to as "USPTO") assignment documentation for the U.S. Patent Application Serial No. 09/679,856 for the transfer of Patents to MATSUMOTO. For the Japanese Patent Application No. 2000-1409030, MATSUMOTO will cause to be recorded in the appropriate Japanese Patent Office assignment documentation for the transfer of Patents to MATSUMOTO.

Article III. PAYMENTS

- 3.1 Within thirty (30) days of full execution of this Agreement, MATSUMOTO shall pay to FOUNDATION thirteen thousand and two hundred U.S. dollars (\$13,200 \$U.S.), said payment to be made via wire per the following instructions, and to be non-refundable.

Financial Institution:	FIRST SAVINGS BANK, FSB
	Manhattan, Kansas
Short name:	FST SAV MANHATTAN
ABA/Routing number:	1011 0124 8
(FirstBank is an On-Line Bank)	
Account number:	01273538 80
Account name:	KSU Research Foundation

Said payment shall first be applied by FOUNDATION against third party patent expenditures incurred up to and including the Effective Date of this Agreement for preparation and filing of U.S. Patent Application Serial No. 09/679,856, and against USPTO assignment recordation fees and third party legal fees associated therewith.

Within thirty (30) days of having received the USPTO recorded assignment, FOUNDATION shall provide MATSUMOTO with copies of same.

Article IV. DISCLAIMER OF WARRANTIES; INDEMNITY

- 4.1 FOUNDATION makes no warranties with respect to freedom from alleged infringement of third party patents or freedom from third party infringers, and FOUNDATION shall not be under any obligation to indemnify or hold harmless MATSUMOTO or any licensees or transferees of MATSUMOTO against such alleged infringement claims. FOUNDATION MAKES NO CLAIMS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND FOUNDATION EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED.
- 4.2 FOUNDATION and MATSUMOTO agree that Patents are essentially still developmental in nature, and that the applications and uses of the Patents as well as future developmental and commercial activities associated therewith are within the sole discretion and control of MATSUMOTO and its subsequent licensees, if any. Accordingly, it is agreed that FOUNDATION assumes no responsibilities whatsoever in connection with or arising from the practice of its rights under Patents by MATSUMOTO or any of its licensees or transferees.

Article V. CONFIDENTIALITY

- 5.1 None of the parties to this Agreement shall publicly disclose the existence of nor the terms of this Agreement, except as may be required under State and/or Federal laws.

Article VI. PATENT ASSISTANCE

- 6.1 MATSUMOTO agrees to accept assignment of the Patents "as is" with no further obligation incumbent upon FOUNDATION. If MATSUMOTO desires FOUNDATION's assistance of any kind, it shall be arranged under separate agreement, under terms acceptable to the parties involved.

Article VII. MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions between the parties, oral and written, with respect hereto.
- 7.2 No alteration, amendment, modification, waiver, or termination of this Agreement shall be valid or binding unless made pursuant to an instrument of writing signed by each of the parties.

- 7.3 Notwithstanding any other term of this Agreement, nonpayment by MATSUMOTO of the amounts set forth in Article III of this Agreement shall be considered to be a breach of this Agreement, unless said breach is remedied within thirty (30) days of written notice thereof to MATSUMOTO by FOUNDATION. In the event of such unremedied breach, this Agreement shall be terminated, with no rights remaining with MATSUMOTO.
- 7.4 Any term of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party that makes specific reference to this Agreement. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power, or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any party preclude any other or further exercise thereof of any other right, power, or remedy. No waiver by any party hereto of any breach or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.
- 7.5 All of the provisions of this Agreement shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid, and enforceable. If any term of this Agreement, or part thereof, not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid, or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision, such replacement provision to be agree upon in writing between the parties.
- 7.6 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas without regard to conflict law principles. However, all matters of Japanese patent rights under this Agreement shall be governed and interpreted by Japanese laws.
- 7.7 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and permitted assignees.
- 7.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the below indicated dates and to be effective as of the above date first written.

**MATSUMOTO YUSHI-SEIYAKU
CO., LTD.**

Agreed:

By: Naoki Kimura 9/30/2002
Naoki Kimura Date
President

**KANSAS STATE UNIVERSITY
RESEARCH FOUNDATION**

Recommended:

By: [Signature] 20 September 2002
R. L. Sampson, Ph.D. Date
President
Mid-America Commercialization Corporation

Agreed:

By: [Signature] 9/20/02
R. W. Trewyn, Ph.D. Date
President
Kansas State University Research Foundation